

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

BUILDING DEPARTMENT

PERMIT

Please Read Application And Notes, If Any, Attached

PERMIT ISSUED
 Permit Number: 050667
 JUL 12 2005
CITY OF PORTLAND

This is to certify that Kimco Realty Llc /Sebago Technics
 has permission to Install 2 signs one freestanding and one on the building.
 AT 599 Warren Ave 314 A007001

provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of Maine and of the ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in this department.

Apply to Public Works for street line and grade if nature of work requires such information.

Notification of inspection must be given and written permission procured before this building or part thereof is loaded or occupied. **HEAVY NOTICE IS REQUIRED.**

A certificate of occupancy must be procured by owner before this building or part thereof is occupied.

OTHER REQUIRED APPROVALS

Fire Dept. _____
 Health Dept. _____
 Appeal Board _____
 Other _____
 Department Name _____

Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 05-0667	Issue Date: PERMIT ISSUED	314 A007001
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Location of Construction: 599 Warren Ave	Owner Name: Kimco Realty Llc	Owner Address: 65 Gray Rd Box 4	Issue Date: JUL 12 2005
Business Name:	Contractor Name: Sebago Technics	Contractor Address: P O Box 1339 Westbrook	Phone: CITY OF PORTLAND
Lessee/Buyer's Name	Phone:	Permit Type: Signs - Permanent	Zone: R4

Past Use: Commercial	Proposed Use: Commercial Install 3 signs one freestanding and one on the building. <i>two</i>	Permit Fee: \$159.50	Cost of Work: \$159.50	CEO District: 5
Proposed Project Description: Install 3 signs one freestanding and one on the building. <i>two</i>		FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: B Type: Signs IBL-2003	
		Signature	Signature	
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)				
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied				
		Signature	Date:	

Permit Taken By: dmartin	Date Applied For: 05/3 112005
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Zoning Approval		
Special Zone or Reviews	Zoning Appeal	Historic Preservation
<input type="checkbox"/> Shoreland <i>Body signs ok</i> <input type="checkbox"/> Wetland <i>Per off premise</i> <input type="checkbox"/> Flood Zone <i>Free Standing Sign</i> <input type="checkbox"/> Subdivision <i>requires an approval by Planning</i> <input type="checkbox"/> Site Plan <i>IA-368.S.g.us</i> <input type="checkbox"/> Minor <i>IA-526(a)(2B)</i>	<input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied	<input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied
Date: <i>6/16/05</i>	Date:	Date:

Approved per special exception per signs 7/5/05 D. Andrews

CERTIFICATION

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application is issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provision of the code(s) applicable to such permit.

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE		DATE	PHONE

City of Portland, Maine - Building or Use Permit

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 05-0667	Date Applied For: 05/31/2005	CBL: 314 A007001
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Location of Construction: 599 Warren Ave	Owner Name: Kimco Realty Llc	Owner Address: 65 Gray Rd Box 4	Phone:
Business Name:	Contractor Name: Sebago Technics	Contractor Address: P O Box 1339 Westbrook	Phone (207) 856-0277
Lessee/Buyer's Name	Phone:	Permit Type: Signs - Permanent	

Commercial Install 3 signs one freestanding and two on the building.	Install 3 signs one freestanding and two on the building.
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Dept: Historical **Status:** Pending **Reviewer:** Deborah Andrews **Approval Date:** 07/15/2005
Note: **Ok to Issue:**

Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Marge Schmuckal **Approval Date:** 06/16/2005
Note: 6/16/05 front staff didn't charge for one of the bldg signs - they are **ok** from zoning standpoint - the off-premise free-standing sign must be approved by planning under 14-368.5.g using 14-526(a)(23) **Ok to Issue:**

Dept: Building **Status:** Approved with Conditions **Reviewer:** Jeanine Bourke **Approval Date:** 07/11/2005
Note: 7/6/05 left vm w/Drasco signs for fastening info **Ok to Issue:**
 7/11 Scott S. Called to confirm fastening, **ok** to issue

- 1) Permit approved based on the plans submitted and reviewed w/owner/contractor, with additional information as agreed on and as noted on plans.
- 2) Signage Installation to comply with Chapter 31 of the IBC 2003 building code.

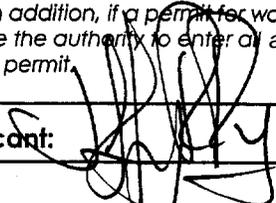
Signage/Awning Permit Application

If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Location/Address of Construction: 601 WARREN AVE		
Total Square Footage of Proposed Structure 64.75	Square Footage of Lot 1.36 AC (59241.6 SF)	
Tax Assessor's Chart, Block & Lot Chart# 314 Block# A Lot# 7	Owner: KIMCO REALTY LLC	Telephone: 797-7600
Lessee/Buyer's Name (If Applicable) N/A	Applicant name, address & telephone: KIMCO REALTY LLC 65 GRAY RD BOX 4 FALMOUTH, ME 04105	Total s.f. of signage x \$2.00 per s.f. plus \$30.00/\$65.00 for H.P. signage = Total Fee: \$ 159.50 Awning Fee = Cost Of Work \$ _____ Total Fee: \$ _____
VACAN		
ALLEG TO		
STN.		
1840 SF BLDG		
Contractor's name, address & telephone:		
Whom should we contact when the permit is ready: DARLO HUNKS		
Mailing address: 654 COUNTY RD ACTON, ME 04001 (207) 477-2956		
We will contact you by phone when the permit is ready. You must come in and pick up the permit and review the requirements before starting any work, with a Plan Reviewer. A STOP WORK ORDER will be Issued and a \$100.00 fee if any work starts before the permit is picked up. PHONE:		

IF THE REQUIRED INFORMATION IS NOT INCLUDED IN THE SUBMISSIONS THE PERMIT WILL BE AUTOMATICALLY DENIED AT THE DISCRETION OF THE BUILDING/PLANNING DEPARTMENT. WE MAY REQUIRE ADDITIONAL INFORMATION IN ORDER TO APPROVE THIS PERMIT.

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature of applicant: 	JEFFREY R. PERRY AGENT, DEBAGO 'TECHNICS	Date: 5/13/15
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This is NOT a permit, you may not commence ANY work until the permit is issued.

CHECKLIST FOR SIGN/AWNING APPLICATION

Applicants for a sign or awning permit are required to submit the following information to the Code Enforcement Office at the time of application:

- _____ Certificate of Liability listing the City as additional insured if any portion of the sign abuts or encroaches on any public right of way, or can fall into any public right of way. Amount must equal \$400,000.00.
- ~~N/A~~ _____ Letter of permission from the owner indicating the permissions granted and the tenant/space building frontage.
- ✓ _____ A sketch plan of lot, indicating location of buildings, driveways, and any abutting streets or rights of way, lengths of building frontages, street frontages, and all existing setbacks. Indicate on the plan all existing and proposed signs with their dimensions and specific locations. Be sure to include distance from the ground and building facade dimensions for any signage attached to a building.
- ✓ _____ A sketch or photo of any proposed sign(s) indicating *content, dimensions, materials, source of illumination, and construction method, as well as specifics of installation/attachment.*
- ~~N/A~~ _____ Certificate of Flammability required for awning or canopy at time of application.
- ✓ _____ UL# required for lighted signs at the time of Final Inspection. Failure to provide this information will invalidate the Sign Permit.
- ✓ _____ Pre-Application Questionnaire completed and attached. Photos of existing signage attached.

**Permit Fee for signage or awning-with-signage:
\$30.00 plus \$2.00 per square foot of sign.**

**Permit Fee for awning-without-signage is based on cost of work:
\$30.00 for the first \$1,000.00, plus \$9.00 for each additional \$1,000.00.**

Base Application Fee for any Historic District signage is \$65.00 instead of \$30.00



May 18,2005
03461

Ms. Marge Schmuckal, Zoning Administrator
Planning and Development Department
Portland City Hall
389 Congress Street
Portland, Maine 04101

Dunkin' Donuts, Warren Avenue, Sign Application

Dear Marge:

Attached is a sign application for the recently approved Dunkin' Donuts on Warren Avenue. As you are aware, we are proposing to co-locate the Dunkin' Donuts sign on the existing Wendy's pylon sign. We believe this arrangement will result in less visual clutter and help to unify the entrance. The two property owners have agreed to this, please see attached easement, I have also discussed this matter with Deb Andrews, who is familiar with the project and supports co-locating the signs.

After your review of the enclosed information, please contact me with any questions or comments.

Sincerely,

SEBAGO TECHNICS, INC.

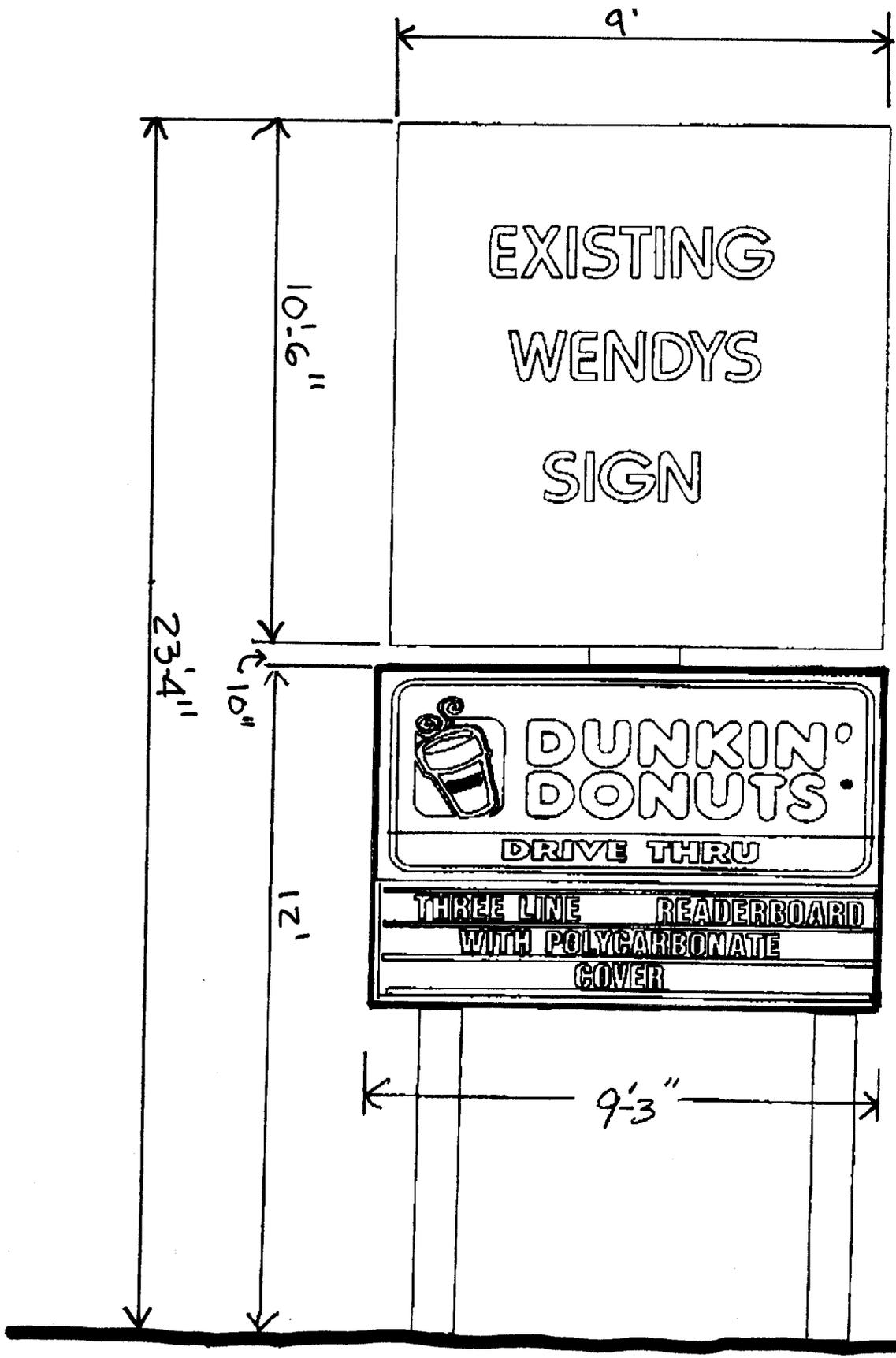


Jeffrey R. Perry
Senior Project Manager

JRP:jrp/dlf

Enclosures

cc Ed Wolak, Kimco Realty, LLC
Eben Adams, Pierce Atwood
Kandi Talbot, Planner



B-4
zone

4-368.5.9
usvs
4-526(a)(23)

Proposed
Sign Area
= 64.75 SF

DASCO SIGNS
654 County Road
Acton, ME 04001
(207) 477-2956

SIGNAGE/AWNING PRE-APPLICATION QUESTIONNAIRE

PLEASE COMPLETE ALL INFORMATION

ADDRESS: 601 WARDEN AVENUE ZONE? B4

CBL: 314 A 7

SINGLE TENANT LOT? YES NO MULTI TENANT LOT? YES NO

MORE THAN ONE SIGN TOTAL WITH PROPOSED SIGN? YES NO

TENANT/ALLOCATED BUILDING SPACE FRONTAGE (FEET):

Length: 30' Height: 17'-6"

INFORMATION ON PROPOSED SIGN(S):

FREESTANDING (e.g., pole) SIGN? YES NO DIMENSIONS PROPOSED: 9'-3" x 7'

BLDG. WALL SIGN? (attached to bldg) YES NO DIMENSIONS PROPOSED: _____

INFORMATION ON ALREADY EXISTING AND PERMITTED SIGN(S):

FREESTANDING (e.g., pole) SIGN? YES NO DIMENSIONS: 9' x 10'-6"

BLDG. WALL SIGN (attached to bldg)? YES NO DIMENSIONS: _____

AWNING? YES NO DIMENSIONS: _____

LOT FRONTAGE (FEET): _____

AWNING YES NO IS AWNING BACKLIT? YES NO

HEIGHT OF AWNING: _____ LENGTH OF AWNING: _____ DEPTH: _____

IS THERE ANY COMMUNICATION, MESSAGE, TRADEMARK OR SYMBOL ON IT? YES NO

IF YES, TOTAL S.F. OF PANELS WITH COMMUNICATIONS/MESSAGE/TRADEMARK/SYMBOL? _____ s.f.

A SITE SKETCH AND BUILDING SKETCH SHOWING EXACTLY WHERE EXISTING AND NEW SIGNAGE IS LOCATED MUST BE PROVIDED. SKETCHES AND/OR PICTURES OF PROPOSED SIGNAGE ARE ALSO REQUIRED.

SIGNATURE OF APPLICANT: [Signature] AGENT DATE: 5/13/15

***** FOR OFFICE USE ONLY *****

Table 2.10
Commercial Corridor (B-4) Zone - Single Tenant Lots

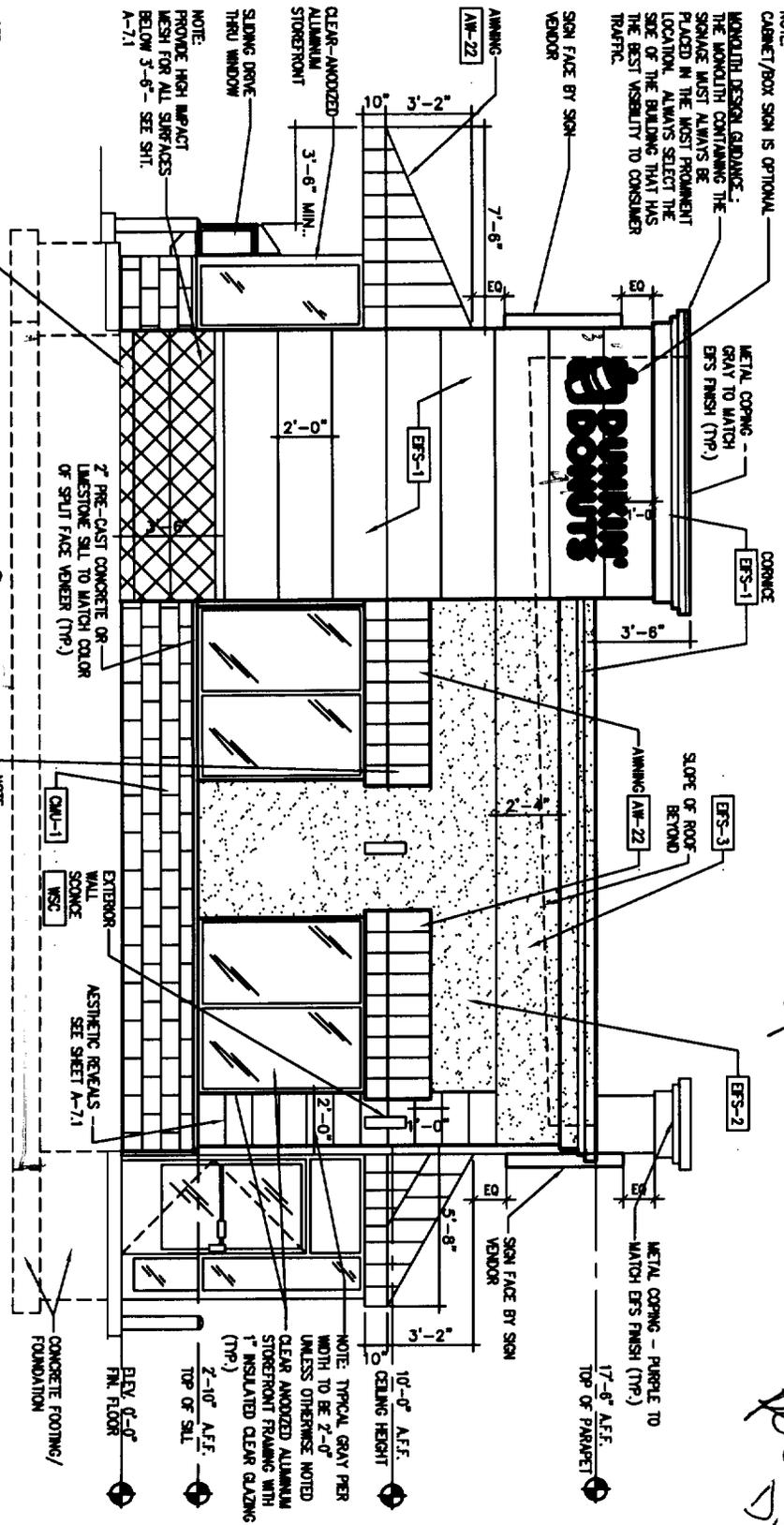
Freestanding Signs	Facing street frontage < 200'	Facing street frontage ≥ 200'
Area	65 sq. ft.	100 sq. ft.
Height	25 ft.	35 ft.
Setback	5 ft.	same
# permitted per lot	1 (a)	same

(a) If lot fronts on more than one street, one freestanding sign is permitted for each additional frontage, provided such signs are not readily concurrently visible.

Building Signs

	Bldg. face < 150 linear feet
Maximum cumulative area of all building signs	na
Sq. ft. per linear ft. of bldg. facade on which sign will be placed - or -	2 sq. ft. - or -
Maximum % of wall area on which sign(s) is(are) to be placed	6%

NOTE:
CABINET/BOX SIGN IS OPTIONAL
MONOLITH DESIGN GUIDANCE:
THE MONOLITH CONTAINING THE
SIGNAGE MUST ALWAYS BE
PLACED IN THE MOST PROMINENT
LOCATION. ALWAYS SELECT THE
SIDE OF THE BUILDING THAT HAS
THE BEST VISIBILITY TO CONSUMER
TRAFFIC.



NOTE:
INSULATION FROM EPS SYSTEM TO
TERMINATE 6" MIN. ABOVE GRADE.
APPLY MESH AND APPROPRIATE
COLORED FINISH DIRECTLY TO
EXPOSED CONCRETE AT 6" AND
BELOW (TYP.)

NOTE:
PROVIDE HIGH IMPACT
MESH FOR ALL SURFACES
BELOW 3'-6" - SEE SHT.
A-71

NOTE:
IT IS RECOMMENDED THAT THE
FIRST AND LAST AWNING STRIPES
SHOULD BE ORANGE (TYP.)

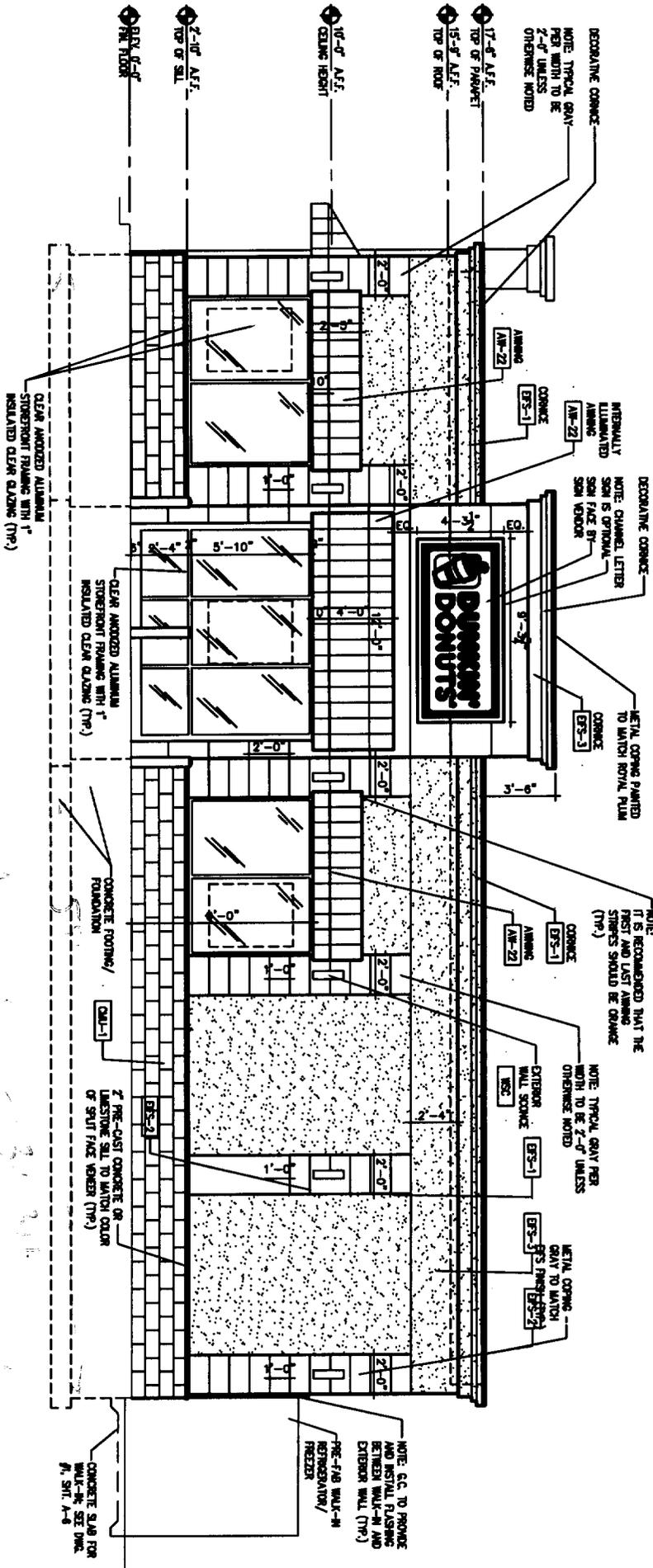
*Extruded
aluminum
3/8" x 2 bolt
Fastened into
Framing Masonry
4 total @ ea corner
Bracket
per soft 5.
Draco
7/11/05*

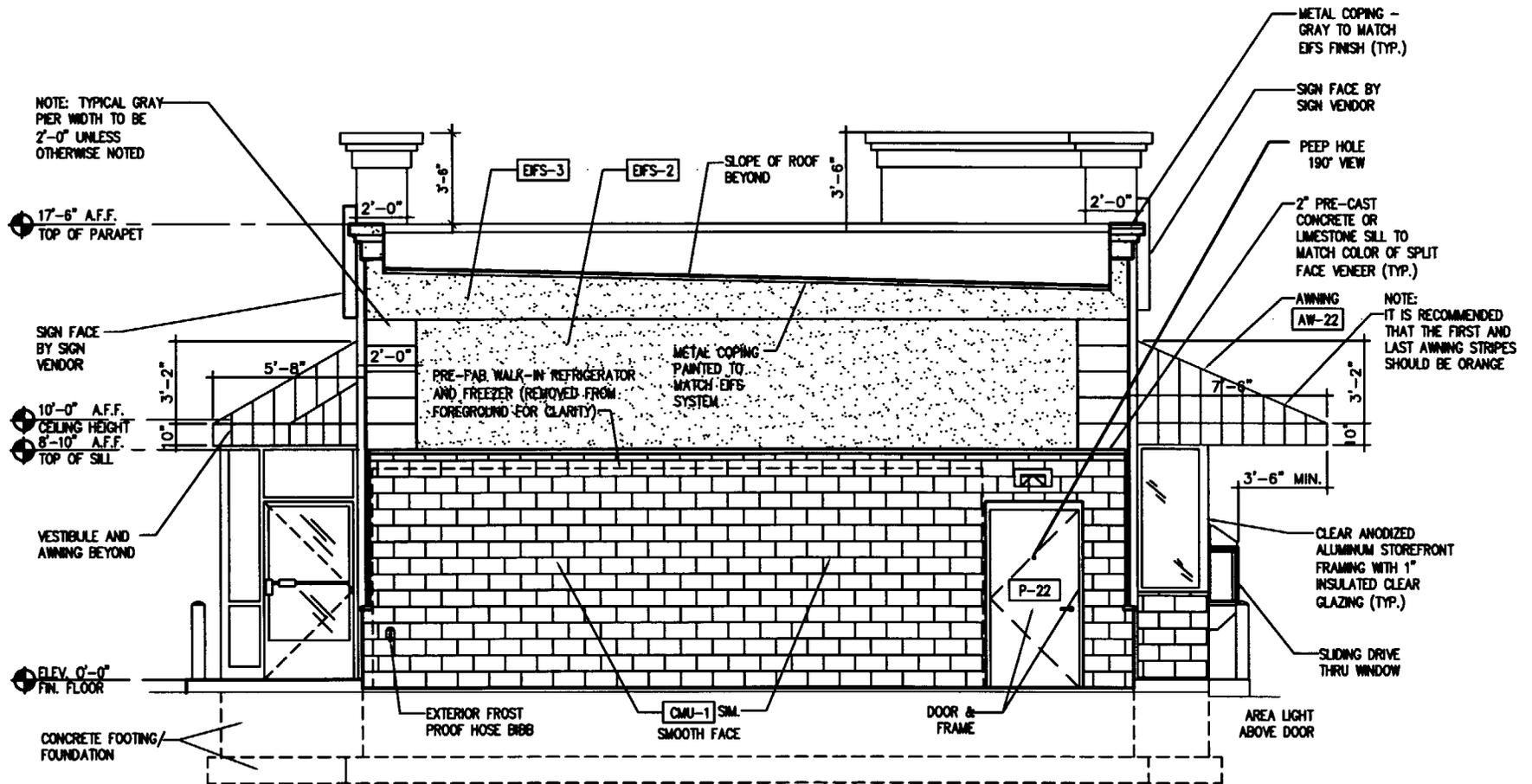
WARREN ELEVATION

N.T.S.

MAINE TURNPIKE ELEVATION

N.T.S.





REAR ELEVATION

N.T.S

18956-1

CORRECTIVE QUITCLAIM DEED
(Maine Statnow Short Form)

KNOW ALL BY THESE PRESENTS, that **OLDER BROTHER LLC**, a Maine limited liability company and **YOUNGER BROTHER LLC** a Maine limited liability company (collectively "Grantor"), for consideration paid, GRANT to **WENDY'S OLD FASHIONED HAMBURGERS OF NEW YORK, INC.**, an Ohio corporation whose mailing address is P.O. **Box 256, 4288 West Dublin-Granville Road, Dublin, Ohio 33017** ("Grantee"), with QUITCLAIM COVENANT, certain real estate located in **Portland, County of Cumberland and State of Maine**, which is more particularly described in **Exhibit A** attached hereto and made a part hereof (hereinafter referred to as "Parcel A").

EXCEPTING **AND RESERVING** to Grantor its successors and assigns, a non-exclusive, perpetual easement, appurtenant to Grantor's remaining land which is more particularly described in **Exhibit B** attached hereto and made a part hereof (hereinafter referred to as "Parcel B"), for the purpose of a paved road for continuous and uninterrupted vehicular and pedestrian ingress, egress and access, and the installation, operation, maintenance, repair, and replacement of overhead and/or underground utilities, to and from Parcel B and Warren Avenue, over, upon, across, and through the area described in **Exhibit C**, attached hereto and made a part hereof (the "Easement Area"). This easement shall include the right to enter upon such other portions of Parcel A as abut the Easement Area to the extent reasonably necessary for the purpose of constructing and maintaining said Easement Area and installing such utilities, provided however, Grantor, its successors and assigns, agree (i) that such use of such other portions of Parcel A shall not unreasonably interfere with the then-existing use or occupancy of Parcel A, and (ii) to repair any damage to Parcel A that results from such use thereof. This easement is subject to and benefited by the covenants and conditions set forth in a **Road Construction, Maintenance and Easement Agreement** by and between Grantor and Grantee, dated September 24, 2002, and recorded in the Cumberland County Registry of Deeds in Book 18138, Page 182, as affected by Corrective Road Construction, Maintenance and Easement Agreement between Grantor and Grantee of even or near date and to be recorded in the Cumberland County Registry of Deeds.

ALSO EXCEPTING AND RESERVING to Grantor, its successors and assigns, the right to relocate to the Easement Area, a portion of the existing easement burdening the real estate comprised of Parcel A and Parcel B, which easement is more particularly described in instruments recorded in said Registry of Deeds in Book 3551, Page 190 and Book 7183, Page 127, as amended by Easement Amendment Agreement (Corrective) dated March 24, 2000 and recorded in said Registry of Deeds in Book 15434, Page 232.

ALSO EXCEPTING **AND RESERVING** to Grantor, its successors and assigns, a non-exclusive, assignable easement in gross for continuous and uninterrupted vehicular and pedestrian ingress, egress and access over, upon, across, and through the Easement Area. The assigns of the Grantor with respect to the in gross easement described in this paragraph shall be limited to those persons and entities owning or occupying that certain parcel of real estate located adjacent to and easterly of Parcel B, and identified as "N/F Maine Turnpike Authority, 430 Riverside St, Portland, Maine 6522/343" and "N/F Maine Turnpike Authority, 430 Riverside St, Portland, Maine 2282/77" (collectively, the "MTA Parcel") on a plan entitled "ALTA/ACSM

Laud Title S we y on Warren Avenue, Portland, ~~Maine~~ Made For Wendy's Old Fashioned Hamburgers of New York, Inc." prepared by Owen Haskell, Inc., Job No. 2001-220P, dated October 30,2001, and revised through December 2,2002. The assignment of the easement in gross as set forth in this paragraph shall not be construed to affect or impair the other rights and easements reserved by Grantor as set forth in this instrument.

ALSO EXCEPTING AND RESERVING to Grantor, its successors and assigns a perpetual easement, appurtenant to Parcel B, for **drainage** from Parcel B over, under and across Parcel A and the use, maintenance and repair of any stormwater detention facilities now or hereafter located on Parcel A by Grantee, its successors or assigns. This easement shall include the right to enter upon such other portions of Parcel A as about this easement area and as are reasonably necessary for the purpose of maintaining, repairing, and replacing said stormwater detention facilities or any culverts or other drainage apparatus as are reasonably necessary in connection with the development of Parcel B, provided however, Grantor, its successors and assigns, agree (i) that such use shall not unreasonably interfere with the then-existing use or occupancy of Parcel A; and (ii) to repair any damage to Parcel A that results from such use thereof.

ALSO EXCEPTING AND RESERVING to Grantor, its successors and assigns, a perpetual easement appurtenant to Parcel B, to erect a sign, subject to requisite governmental approvals, on any sign pylon hereafter erected on Parcel A by Grantee, its successors or assigns, provided however, that for so long as a Wendy's Old Fashioned Hamburgers hamburger restaurant is continuously operated by Grantee on Parcel A, any sign erected for the benefit of Parcel B on such pylon shall be smaller in square footage than the primary sign erected by Grantee on such pylon to advertise the Wendy's Old Fashioned Hamburgers hamburger restaurant on Parcel A. This easement shall include the right to enter upon such other portions of Parcel A as about this easement area and as are reasonably necessary for the purpose of installing, maintaining, repairing and replacing said sign, provided however, Grantor, its successors and assigns agree (i) that such use shall not unreasonably interfere with the then-existing use or occupancy of Parcel A, and (ii) to repair any damage to Parcel A that results from such use thereof. By acceptance of this deed Grantee agrees that the sign pylon will be physically designed and constructed in a manner so as to reasonably accommodate a commercially reasonable sign relating to the current or future use of Parcel B.

ALSO EXCEPTING AND RESERVING to Grantor, its successors and assigns, two (2) perpetual easements (one of which shall be appurtenant to Parcel B and one of which shall be in gross and assignable to those persons and entities owning or occupying the MTA Parcel, and the assignment of such easement in gross as aforesaid shall not be construed to impair the appurtenant easement set forth in this paragraph) for the installation, operation, maintenance, repair, and replacement of overhead and/or underground utilities (expressly including an underground sewer line to serve Parcel B and/or the MTA Parcel, said sewer line to run across the portion of Parcel A which is described on Exhibit D, attached hereto and made a part hereof) necessary or desirable for the development, use and occupancy of Parcel B and/or the MTA Parcel, subject, however, to the prior approval by Grantee of the location of such utilities (other than said sewer line,

the location of which is described on Exhibit D), which approval shall not be unreasonably withheld, conditioned or delayed, together with the right to enter upon such other portions of Parcel A as are reasonably necessary for the purpose of installing, maintaining, repairing and replacing said utilities, provided however, that Grantor, its successors and assigns agree (i) that such use shall not unreasonably interfere with the then-existing use or occupancy of Parcel A; and (ii) to repair any damage to Parcel A that results from such use thereof.

AND GRANTOR DOES HEREBY COVENANT AND AGREE with Grantee that Parcel B shall not be used for a drive-through, quick service restaurant which sells hamburger products if such hamburger products exceed fifteen percent (15%) of its gross sales or which sells chicken products if such chicken products exceed fifteen percent (15%) of its gross sales. The foregoing restriction shall not apply to sit-down restaurants with waiter/waitress service, which may sell hamburger products exceeding the foregoing fifteen percent (15%) limitation and/or chicken products exceeding the foregoing fifteen percent (15%) limitation, so long as the restaurant does not have a drive-through facility. This restriction shall burden and run with Parcel B for a period of twenty (20) years from September 24, 2002, and shall benefit Parcel A, and the owners, successors, and assigns thereof and shall automatically expire at the expiration of said twenty (20) year period. In the event of any transfer of Parcel B, Grantor shall be relieved from, and have no further responsibility for, the enforcement of the foregoing restriction but such sale shall not preclude Grantee from enforcing the foregoing restriction against any transferee of Parcel B.

ALSO HEREBY GRANTING to Grantee, its successors and assigns, a perpetual non-exclusive easement, appurtenant to Parcel A, over the portion of Parcel B that is described on Exhibit E attached hereto and made a part hereof, for the purpose of a paved road for vehicular and pedestrian ingress and access to (but not egress from) Parcel A. This easement shall include the right to enter upon such other portions of Parcel B as about the Easement Area to the extent reasonably necessary for the purpose of constructing and maintaining said Easement Area provided however, Grantee, its successors and assigns, agree, by their acceptance hereof, (i) that such use of such other portions of Parcel B shall not unreasonably interfere with the then-existing use or occupancy of Parcel B; and (ii) to repair any damage to Parcel B that results from such use thereof. This easement is subject to and benefited by the covenants and conditions set forth in a Road Construction, Maintenance and Easement Agreement by and between Grantor and Grantee, dated September 24, 2002, and recorded in the Cumberland County Registry of Deeds in Book 15138, Page 182, as affected by Corrective Road Construction, Maintenance and Easement Agreement between Grantor and Grantee of even or near date and to be recorded in the Cumberland County Registry of Deeds.

ALSO HEREBY GRANTING to Grantee, its successors and assigns, a perpetual non-exclusive easement, appurtenant to Parcel A, over the portion of Parcel B that is described on Exhibit F attached hereto and made a part hereof, for the installation, operation, maintenance, repair and replacement of a stormwater detention pond or stormwater drainage area (including any underground pipes and culverts in such area for

the drainage of stormwater from Parcel A to the foregoing easement area), provided however, that the foregoing stormwater detention and/or drainage facilities shall not interfere in any way with the Grantor's installation, operation, maintenance, repair, or replacement of a paved driveway or roadway, for pedestrian and vehicular passage, over a strip of land on Parcel B that is at least twenty-four (24) feet wide running in a generally east-west direction, parallel with the northerly boundary of Parcel A, to provide full ingress and egress to and from the easterly portions of Parcel B via (i) that certain 50.88-foot wide right of way described and reserved in a deed from Michael Scarks to Francis P. Drake dated March 31, 1988, recorded in the Cumberland County Registry of Deeds in Book 8229, Page 47; and (ii) the Easement Area Grantor, its successors, and assigns, shall have the right to use, in common with Grantee, any stormwater detention and/or drainage facilities installed by Grantee in connection with the foregoing easement and shall also have the right to modify or enlarge the same, at Grantor's sole expense, to accommodate additional drainage, detention, and/or treatment of stormwater from Parcel B and/or the MTA Parcel, provided that such use, modification, or enlargement does not adversely impact the use of the same for the stormwater from Parcel A. By acceptance of this deed, Grantee agrees that Grantee, its successors, and assigns shall be responsible; at Grantee's sole expense, for maintaining and repairing the stormwater detention and drainage facilities to keep the same in good order, condition, and repair and in compliance with applicable laws, until such time, if any, as Grantor, its successors or assigns, develop Parcel B and/or the MTA Parcel and make use of the stormwater detention and drainage facilities installed by Grantee on Parcel B. If Grantor, its successors or assigns develop Parcel B and/or the MTA Parcel and make use of the stormwater detention and drainage facilities installed by Grantee on Parcel B, either party shall have the right to maintain and repair the same, but the costs of maintenance and repair shall be shared equally by the parties, except to the extent such is done at the request of Grantor, its successors or assigns to modify or enlarge such facilities to accommodate additional drainage, detention and/or treatment of stormwater from Parcel B and/or the MTA Parcel, in which event such costs shall be paid solely by Grantor, its successors or assigns. Nothing herein contained shall be construed to preclude Grantor, its successors or assigns from granting rights to others to use any portion of Parcel B (including that portion described on Exhibit F) for drainage, detention and/or treatment of stormwater.

The purpose of this corrective deed is as follows: There were erroneous City of Portland tax map and lot references contained in the labeling of easement areas set forth on a plan entitled "ALTA/ACSM Land Title Survey on Warren Avenue, Portland, Maine Made For Wendy's Old Fashioned Hamburgers of New York, Inc." prepared by Owen Haskell, Xnc, Job No. 2001-2201, dated October 30, 2001; as revised through September 12, 2002. The opening paragraphs of Exhibits C, D, and E to that certain deed from Grantor to Grantee dated September 24, 2002 and recorded in the Cumberland County Registry of Deeds in Book 18138, Page 171, described various easement areas by reference to said plan and thereby perpetuated the erroneous tax map and lot references contained in the labeling of the easement areas on said plan. Said ALTA/ACSM Land Title Survey has been amended by revision dated December 2, 2002, to correct the tax map and lot references contained in the labeling of the easement areas and the City of Portland has requested that the

Grantor execute *this* corrective deed so that the Exhibits hereto will conform to said revised plan.

IN WITNESS WHEREOF, each Grantor has caused this instrument to be executed on its behalf by its duly authorized undersigned representative, this 27 day of February 2003.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]

OLDER BROTHER LLC

By: [Signature]
Joseph F. Boulos
Its Manager

[Signature]

YOUNGER BROTHER LLC

By: [Signature]
Gregory W. Boulos
Its Manager

STATE OF MAINE
County of Cumberland, SS.

February 27, 2003

Then personally appeared the above-named Joseph F. Boulos, Manager of Older Brother LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said Older Brother LLC.

Before me,

[Signature]
Notary Public/Maine Attorney-at-Law
Printed Name: Janna A. Merritt

SEAL

STATE OF MAINE
County of Cumberland, SS.

February 24, 2003

Then personally appeared the above-named Gregory W. Boulos, Manager of Younger Brother LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said Younger Brother LLC.

Before me,

[Signature]
Notary Public/Maine Attorney-at-Law
Printed Name: PAUL D. PIETROPAOLI

EXHIBIT A

(Legal Description of Parcel A)

A certain parcel of land situated on the northerly side of Warren Avenue in the City of Portland, County of Cumberland, and State of Maine, as shown as "Proposed Lot, 52,173 SF, 1.1977 Acres" on a plan entitled "ALTA/ACSM Land Title Survey on Warren Avenue, Portland, Maine, Made for Wendy's Old Fashioned Hamburgers of New York, Inc." prepared by Owen Haskell, Inc., Job No. 2001-220P, dated October 30, 2001 and revised through December 2, 2002, being bounded and described as follows:

Beginning on the northerly sideline of Warren Avenue at a southeasterly corner of Lot 2, as shown on a plan entitled "Plan of Neptune Properties" recorded in the Cumberland County Registry of Deeds in Plan Book 170, Page 38;

thence N 04° 24' 12" E along the easterly sideline of said Lot 2 a distance of Two Hundred Seventeen and 97/100 (217.97) feet to a point;

thence N 84° 20' 50" E through land of the Grantor a distance of Two Hundred Twenty-Five and 85/100 (225.85) feet to a point;

thence S 05° 39' 10" E through land of the Grantor a distance of Two Hundred Eleven and 71/100 (211.71) feet to the northerly sideline of Warren Avenue;

thence S 83° 43' 00" W along the northerly sideline of Warren Avenue a distance of Two Hundred Sixty-Three and 92/100 (263.92) feet to the point of beginning.

Specifically excluded from this conveyance is all right, title, or interest of Grantor in and to a certain access and utility easement over the parcel which abuts the westerly sideline of the above-described premises as set forth in a deed from Michael Scarks to Francis P. Drake dated March 31, 1988, recorded in the Cumberland County Registry of Deeds in Book 8229; Page 47, which access and utility easement is hereby excepted and reserved by Grantor for the benefit of the land described in Exhibit B to this deed.

EXHIBIT B
(Legal Description of Parcel B)

A certain lot or parcel of land situated on the northerly side of Warren Avenue in the City of Portland, County of Cumberland, and State of Maine, being all of the premises described in a deed from Bridgeside Associates to Wargate Associates dated December 1, 1994, and recorded in the Cumberland County Registry of Deeds in Book 11750, Page 307, as further conveyed by Wargate Associates to Older Brother LLC and Younger Brother LLC, as tenants in common, EXCEPTING, HOWEVER, that portion thereof that is described in Exhibit A to this Quitclaim Deed with Covenant.

EXHIBIT C
(Legal Description of **Easement Area**)

A certain parcel of land situated on the northerly side of Warren Avenue in the City of Portland, County of Cumberland, and State of Maine, as shown as "Proposed Access Easement for Lot 314-A-7" on a plan entitled "ALTMACSM Land Title Survey on Warren Avenue, Portland, Maine, Made for Wendy's Old Fashioned Hamburgers of New York, Inc." prepared by Owen Haskell, Inc.; Job No. 2001-220P, dated October 30, 2001 and revised through December 2, 2002, being bounded and described as follows:

Beginning on the northerly sideline of Warren Avenue at a southeasterly corner of Lot 2, as shown on a plan entitled "Plan of Neptune Properties" recorded in the Cumberland County Registry of Deeds in Plan Book 170, Page 38;

thence N 04° 24' 12" E along the easterly sideline of said Lot 2 a distance of Two Hundred Seventeen and 97/100 (217.97) feet to a point;

thence N 84° 20' 50" E along the northerly boundary of Parcel A (as that term is defined in the instrument to which this Exhibit is attached) a distance of Eighty-One and 00/100 (81.00) feet to a point;

thence S 41° 02' 56" W a distance of Ninety-Four and 78/100 (94.78) feet to a point;

thence S 05° 39' 10" E a distance of Eighty-Four and 11/100 (84.11) feet to a point;

thence S 22° 37' 24" E a distance of Forty-One and 11/100 (41.11) feet to a point;

thence southerly, along a curve concave to the left having a radius of Thirty-Five and 00/100 (35.00) feet and an arc distance of Twenty-Eight and 60/100 (28.60) feet to the northerly sideline of said Warren Avenue;

thence S 83° 43' 00" W along the northerly sideline of said Warren Avenue a distance of Seventy-Three and 45/100 (73.45) feet to the point of beginning.

EXHIBIT D

(Legal Description of Sewer Line Easement Area)

A certain parcel of land situated on the northerly side of Warren Avenue in the City of Portland; County of Cumberland, and State of Maine, as shown as "Proposed Utility Easement for Lot 314-A-7" on a plan entitled "ALTA/ACSM Land Title Survey on Warren Avenue, Portland, Maine, Made for Wendy's Old Fashioned Hamburgers of New York, Inc." prepared by Owen Haskell, Inc., Job No. 2001-220P, dated October 30, 2001 and revised through December 2, 2002, being bounded and described as follows:

Beginning on the northerly sideline of Warren Avenue at a southeasterly corner of Lot 2, as shown on a plan entitled "Plan of Neptune Properties" recorded in the Cumberland County Registry of Deeds in Plan Book 170, Page 38;

thence N 04° 24' 12" E along the easterly sideline of said Lot 2 a distance of Ten and 18/100 (10.18) feet to a point;

thence N 83° 43' 00" E a distance of Two Hundred Sixty-Two and 15/100 (262.15) feet to a point on the easterly boundary of Parcel A (as that term is defined in the instrument to which this Exhibit is attached);

thence S 05° 39' 10" E along the easterly boundary of said Parcel A a distance of Ten and 00/100 (10.00) feet to the northerly sideline of Warren Avenue;

thence S 83° 43' 00" W along the northerly sideline of Warren Avenue a distance of Two Hundred Sixty-Three and 92/100 (263.92) feet to the point of beginning.

EXHIBIT E

(Legal Description of Access Easement to Benefit Parcel A)

A certain parcel of land situated on the northerly side of Warren Avenue in the City of Portland, County of Cumberland, and State of Maine, as shown as "Proposed Access Easement for Lot 314-A-3" on a plan entitled "ALTA/ACSM Land Title Survey on Warren Avenue, Portland, Maine, Made for Wendy's Old Fashioned Hamburgers of New York, Inc." prepared by Owen Haskell, Inc., Job No. 200.1-220P, dated October 30, 2001 and revised through December 2, 2002; being bounded and described as follows:

Beginning at a point on the northerly sideline of Warren Avenue at the southeasterly corner of Parcel A (as that term is defined in the instrument to which this Exhibit is attached), said point of beginning being located N 83° 43' 00" E a distance of Two Hundred Sixty-Three and 92/100 (263.92) feet from a southeasterly corner of Lot 2 as shown on a plan entitled "Plan of Neptune Properties" recorded in the Cumberland County Registry of Deeds in Plan Book 170, Page 38;

thence N 08° 39' 10" W a distance of Sixty and 00/100 (60.00) feet;

thence N 83° 43' 00" E a distance of Seventy-Eight and 27/100 (78.27) feet;

thence S 06° 17' 00" E a distance of Thirty and 04/100 (30.04) feet;

thence southwesterly along a curve concave to the left having a radius of Fifteen and 00/100 (15.00) feet, and an arc distance of Twenty-Eight and 99/100 (28.99) feet;

thence southerly along a curve concave to the left having a radius of Thirty-Five and 00/100 (35.00) feet and an arc distance of Eleven and 17/100 (11.17) feet to the northerly sideline of Warren Avenue;

thence S 83° 43' 00" W along said northerly sideline of Warren Avenue a distance of Seventy and 44/100 (70.44) feet to the point of beginning.

EXHIBIT F

(Legal Description of Stormwater Easement Area)

A certain parcel of land situated on the northerly side of, but not adjacent to, Warren Avenue in the City of Portland, County of Cumberland, and State of Maine, as shown as "Proposed Drainage Easement" on a plan entitled "ALTA/ACSM Land Title Survey on Warren Avenue, Portland, Maine, Made for Wendy's Old Fashioned Hamburgers of New York, Inc." prepared by Owen Haskell, Inc., Job No. 2001-220P, dated October 30, 2001 and revised through December 2, 2002, being bounded and described as follows:

Beginning at the northwesterly corner of Parcel A (as that term is defined in the instrument to which this Exhibit is attached), said point of beginning being located N 04° 24' 12" E a distance of Two Hundred Seventeen and 97/100 (217.97) feet from a southeasterly corner of Lot 2 as shown on a plan entitled "Plan of Neptune Properties" recorded in the Cumberland County Registry of Deeds in Plan Book 170, Page 38;

thence continuing N 04° 24' 12" E along the easterly boundary of said Lot 2 a distance of Seventy-Four and 10/100 (74.10) feet;

thence N 83° 42' 58" E a distance of Two Hundred Fifty and 00/100 (250.00) feet;

thence S 06° 17' 02" E a distance of Forty-Five and 00/100 (45.00) feet;

thence S 45° 04' 27" W a distance of Forty-Eight and 53/100 (48.53) feet;

thence S 84° 20' 50" W a distance of Two Hundred Twenty-Five and 85/100 (225.85) feet to the point of beginning.

Received
Recorded Register of Deeds
Mar 03 2003 01:58:59P
Cumberland County
John B. O'Brien

Att. 19

From: Marge Schmuckal
To: Kandi Talbot
Date: 03/16/2005 4:28:56 PM
Subject: 597 Warren Ave - Dunkin' Donuts

Kandi,

I've reviewed the most recent plans submitted for final review. All B-4 zoning requirements are being met for the structure.

You also dropped *off* plans for signage on 3/16/05. They are not meeting the signage requirements. Currently they are showing an off premise pole sign. They are apparently proposing to share a sign with Wendy's. The City of Portland does not allow *off* premise signs. The proposed signage on that shared sign is just over the maximum of 65 square feet.

The B-4 zone only allows one sign per street frontage plus one extra or two signs. The building plans are showing three signs which is one sign over the allowable under the sign ordinance.

Marge

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/23/2005

PRODUCER (207) 774-6257 FAX (207)774-2994
Clark Associates
2385 Congress Street
P O Box 3543
Portland, ME 04104

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED KIMCO Realty, LLC
65 West Gray Road-Unit 4
W. Falmouth, ME 04105

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Peerless Ins Co	24198
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	ADD'L INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	CBP9910356	12/16/2004	12/16/2005	EACH OCCURRENCE	\$ 1,000,00
		<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,00
		<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 1,00
						PERSONAL & ADV INJURY	\$ 1,000,00
						GENERAL AGGREGATE	\$ 1,000,00
						PRODUCTS - COMP/OP AGG	\$ 2,000,00
						GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
		AUTOMOBILE LIABILITY				COMBINE (Ea accident)	\$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/>				AGGREGATE	\$
							\$
							\$
		RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHER
		If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	\$
		OTHER				E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

re named insured.

CERTIFICATE HOLDER

City of Portland
389 Congress St.
Portland, ME 04104

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Mark Saxby/BLM

Mark H. Saxby

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Line of Business Coverages for	General Liability				
Coverage	Limits	Ded/Ded Type	Rate	Premium	Factor
General Aggregate	1,000,000				
Products/Completed Ops	2,000,000				
Aggregate					
Personal & Advertising	1,000,000				
Injury					
Each Occurrence	1,000,000				
Fire Damage	50,000				
Medical Expense	1,000				

EXISTING SIGN

